



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
<u>Capital Expenditures</u>	<u>21,500</u>	_____	_____	_____	_____
<u>Operating Costs</u>	_____	_____	_____	_____	_____
<u>External Revenues</u>	_____	_____	_____	_____	_____
<u>Program Income</u>	_____	_____	_____	_____	_____
<u>In-Kind Match County</u>	_____	_____	_____	_____	_____
<u>NET FISCAL IMPACT</u>	<u>21,500</u>	_____	_____	_____	_____
<u># ADDITIONAL FTE POSITIONS</u>	_____	_____	_____	_____	_____

Budget Account No.: Fund 3900 Dept 366 Unit X089 Object 8201

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** The projects will be funded by (REAP) Resident Education to Action Program. The Fiscal Impact will be a reduction of \$21,500 to the REAP account.

**C. Department Fiscal Review:** *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*mm*  
*[Signature]* 7/30/07 OFMB 7/30/07

*[Signature]* 7/30/07  
 Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 8/2/07  
 Assistant County Attorney

*These contracts comply with our union requirements.*

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND WE HELP COMMUNITY DEVELOPMENT CORPORATION FOR FUNDING OF THE ABIDJAN ESTATES: A NEW BEGINNING FOR THE GLADES NEIGHBORHOOD IDENTIFICATION SIGN PROJECT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and We Help Community Development Corporation a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AWARDEE".

**WITNESSETH:**

**WHEREAS**, AWARDEE, completed a six (6) week Resident's Education to Action Program (REAP) held by the County on January 25, 2007 to March 8, 2007; and

**WHEREAS**, the REAP provided organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

**WHEREAS**, during the six (6) week REAP, AWARDEE submitted a grant application for the America's Next Top Neighborhood Award Program, which consists of the purchase and installation of a community sign, the "Abidjan Estate: A New Beginning for the Glades Project"; and

**WHEREAS**, County has selected AWARDEE's Abidjan Estate: A New Beginning for the Glades Project to receive funding for implementation; and

**WHEREAS**, County desires to provide AWARDEE an amount not to exceed Two Thousand Dollars (\$2,000) to help offset expenses toward AWARDEE's implementation of its Abidjan Estate: A New Beginning for the Glades Project; and

**WHEREAS**, implementation of AWARDEE's Abidjan Estate: A New Beginning for the Glades Project serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed Two Thousand Dollars (\$2,000) to AWARDEE for reimbursement of costs related to the purchase and installation of a community sign, the Abidjan Estate: A New beginning for the Glades Project as set forth more specifically in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. AWARDDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit A. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the County.

3. County will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit "B", which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor invoice number; invoice date; and the amount paid by AWARDDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDDEE shall attach a copy of each vendor invoice paid by AWARDDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

4. AWARDDEE agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

5. AWARDDEE warrants it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporation.

6. AWARDDEE shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be for eight (8) months, commencing upon the date of execution by the parties hereto.

8. The parties agree that in the event AWARDDEE is in default of its obligations under this Agreement, the County shall provide AWARDDEE thirty (30) days written notice to cure the default. In the event AWARDDEE fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by AWARDDEE for the Project deemed to be in default and AWARDDEE shall return any County funds already collected by AWARDDEE under this Agreement for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. The County may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. AWARDEE shall complete the Project within six (6) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to County for the completed project on or before seven (7) months of execution of this Agreement by the parties hereto.

11. In the event AWARDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by AWARDEE. County shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by County's determination.

12. COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

13. AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that AWARDEE is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, AWARDEE shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of AWARDEE, its agents, servants and/or employees in the performance of this Agreement. The forgoing indemnification shall survive termination of this Agreement.

16. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability unless granted in writing by County's Risk Management Department. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read "Palm Beach County

Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

17. AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

18. AWARDEE agrees that any volunteer who performs services connected with the Project will fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit "C", before engaging in any such service. AWARDEE will keep on file a fully executed Release and Hold Harmless Agreement for each volunteer for a period of five (5) years from the effective date of this Agreement.

19. AWARDEE shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than three (3) years. Upon advance notice to AWARDEE, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

20. The County and AWARDEE may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

21. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

22. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

24. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

**As to the County:**

Palm Beach County Office of Community Revitalization  
Houston L. Tate, OCR Manager  
2300 Jog Road  
West Palm Beach, Florida 33406

**As to AWARDEE:**

We Help Community Development Corporation  
Dr. Dorothy M. Walker, Executive Director  
349 SE Third Street  
Belle Glade, FL 33430

25. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

**IN WITNESS WHEREOF**, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**

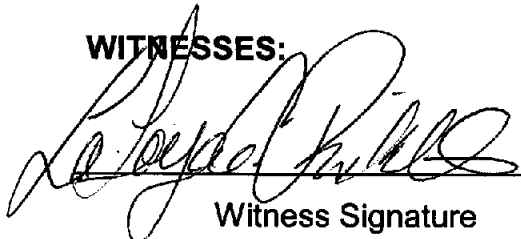
**SHARON R. BOCK, Clerk &  
Comptroller**

By: \_\_\_\_\_  
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By \_\_\_\_\_  
Addie L. Greene, Chairperson

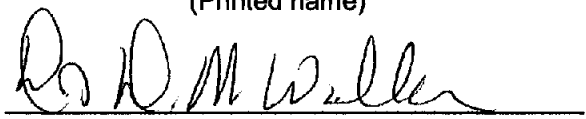
**WITNESSES:**

  
Witness Signature

**WE HELP COMMUNITY DEVELOPMENT  
CORPORATION**

By: Dr. D.M. Walker  
Dr. Dorothy M. Walker, Executive Director  
(Printed name)

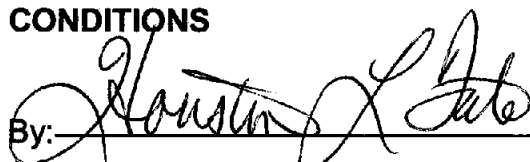
  
Witness Signature

  
Dr. Dorothy M. Walker, Executive Director  
(Signature)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Helgert  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

  
Houston L. Tate, Manager  
Office of Community Revitalization



**EXHIBIT "A"**

**Palm Beach County  
Office of Community Revitalization  
Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Program"**

**SCOPE OF WORK**

**Applicant Name:**

We Help Community Development Corporation

**Project Title:**

Abidjan Estates: A New Beginning for the Glades

**Area Location:**

Project will be located on SW Avenue J, in the City of Belle Glade

**Project Description:**

The *Abidjan Estates: A New Beginning for the Glades* project entails the purchase and installation of a community sign. This project will benefit the neighborhood in that it will display a beautiful sign in showing residents the future home of Abidjan Estates a community based affordable housing initiative and the largest planned unit development located in the Glades. This project is a long awaited task for this community, which hopes to enhance and bring "beautification" to the entrance of their neighborhood.

- **County funds requested:** \$ 2,000.00
- **Applicant's cash match:** \$ 0
- **Total Applicant's contribution:** \$ 1,580.00
- **Total Project Cost:** \$ 3,507.00



**PALM BEACH COUNTY  
OFFICE OF COMMUNITY REVITALIZATION  
RESIDENT EDUCATION TO ACTION PROGRAM (REAP)  
REQUEST FOR PAYMENT FORM**

Date \_\_\_\_\_

Project Name \_\_\_\_\_

Project Coordinator \_\_\_\_\_

Address \_\_\_\_\_

Reason for request \_\_\_\_\_

Amount being requested \$ \_\_\_\_\_

**Recipient of disbursed funds:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Attach **original** receipt(s) and/or invoice(s)

Deliver / Mail to:

LaToya Ricketts  
Palm Beach County Administration  
Office of Community Revitalization  
2300 North Jog Road  
West Palm Beach, FL 33411

For financial information regarding your Resident Education to Action Program (REAP) Grant project, please call Vicki White at 233-5026.

**RELEASE AND HOLD HARMLESS AGREEMENT**

This Release and Hold Harmless Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Volunteer") for the benefit of Palm Beach County, Florida, ("County").

WHEREAS, County has awarded a Residents Education To Action Program (REAP) Grant ("Grant") to allow the "Abidjan Estates: A New Beginning for the Glades" project presented by We Help Community Development Corporation to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

If under age 18:

Name of parent/legal guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/legal guardian: \_\_\_\_\_

**Resident Education to Action Program (REAP)  
"America's Next Top Neighborhood Award Project"**

**RISK MANAGEMENT  
INSURANCE VERIFICATION FORM**

Please review the attached Applications (s) and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

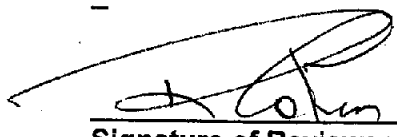
**Applicant:** We Help Community Development Corporation

**Insurance Needed:** Yes  No

**Comments:**

Risk Management is not waiving the "insurance requirement" for We Help Community Development Corporation. The "Abidjan Estates: A New Beginning for the Glades" project presented by the We Help Community Development Corporation entails the purchase and installation of a community sign. This project will benefit the neighborhood in that it will display a beautiful sign in showing residents the future home of Abidjan Estates a community based affordable housing initiative and the largest planned unit development located in the Glades. This project is a long awaited task for this community, which hopes to enhance and bring "beautification" to the entrance of their neighborhood.

PALM BEACH COUNTY  
RISK MANAGEMENT DEPARTMENT  
CASUALTY INSURANCE SECTION  
160 AUSTRALIAN AVE SUITE 401  
WEST PALM BEACH, FL 33406

  
\_\_\_\_\_  
Signature of Reviewer

D. Cohen

mgr  
\_\_\_\_\_  
Title of Reviewer

6/26/07


<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID VJ WEHEL02	DATE (MM/DD/YYYY) 07/12/07
<b>PRODUCER</b> Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311 Phone: 954-735-5500 Fax: 954-735-2852		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> We Help Community Development Corporation Dr. Dorothy Walker P.O. Box 1786 Belle Glade FL 33430		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>General Star Indemnity Co.</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	<b>GENERAL LIABILITY</b>	IMA781335	12/28/06	12/28/07	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				COVERAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
	<input checked="" type="checkbox"/> DED BI/PD 500				PERSONAL & ADV INJURY	\$ 1000000
	GENL AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 1000000
	<b>AUTOMOBILE LIABILITY</b>				Emp Ben.	1000000
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<b>CARAGE LIABILITY</b>				OTHER THAN AUTO ONLY	EA ACC \$
	<input type="checkbox"/> ANY AUTO				AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*10 days notice for non-payment of premium. Certificate Holder is listed as Additional Insured with respects to General Liability only.

<b>CERTIFICATE HOLDER</b>  PALBEC6  Palm Beach County Board of County Commissioners c/o OCR OCR 230 Jog Road West Palm Beach FL 33411	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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